

**CITY OF FAIRFIELD**

**RESOLUTION NO. 2018 - 78**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD APPROVING  
THE PLANS AND SPECIFICATIONS AND AWARDING A CONTRACT TO KEREX  
ENGINEERING INC. FOR THE SUISUN VALLEY ROAD BUS STOPS PROJECT**

**WHEREAS**, the bid opening for the Suisun Valley Road Bus Stops Project took place on April 11, 2018; and

**WHEREAS**, the apparent low bidder was Kerex Engineering Inc. in the amount of \$198,900.00; and

**WHEREAS**, staff has reviewed the bid documents from Kerex Engineering Inc. and found them to be in order; and

**WHEREAS**, staff is recommending that the City Council award a contract to Kerex Engineering Inc. as the lowest responsible and responsive bidder.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY  
RESOLVES:**

Section 1. The plans and specifications for the Suisun Valley Road Bus Stops Project are hereby approved.

Section 2. The City Manager is directed to enter into a contract with Kerex Engineering Inc. for the Suisun Valley Road Bus Stops Project for the amount of \$198,900.00.

Section 3. The Public Works Director is authorized to execute change orders for an amount not to exceed 15% of the above contract amount.

Section 4. The City Manager is authorized to enter into an escrow agreement for security deposits in lieu of retention for said contract, if necessary.

Section 5. The City Manager is hereby authorized to implement the above-mentioned contract and escrow agreement.

**PASSED AND ADOPTED** this 1st day of May, 2018, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOY/VACCARO

NOES: COUNCILMEMBERS: **NONE**

ABSENT: COUNCILMEMBERS: **NONE**

ABSTAIN: COUNCILMEMBERS: **NONE**

*Karen L. Price*  
MAYOR

ATTEST:

*Karen L. Price*  
CITY CLERK  
pw

## ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the day of May 24, 2018, by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and KEREX ENGINEERING, INC., party of the second part, hereinafter called the CONTRACTOR.

It is understood Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

### I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

### **SUISUN VALLEY ROAD BUS STOPS PROJECT**

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

- a. Plans prepared for same by Bennett Engineering Services  
numbered Sheet T-1, G-1, L-1, C-1  
and dated February 9, 2018
- b. Advertisement for Bids.
- c. The Accepted Bid, dated April 11, 2018
- d. Instructions to Bidders.
- e. Specifications consisting of:
  - 1) Special Provisions.
  - 2) City of Fairfield Standard Details and Specifications, 2017 edition.
  - 3) Standard Specifications issued by State of California, Department of Transportation, Division of Highways, dated 2015.
- f. Performance Bond, dated May 7, 2018.
- g. Labor and Material Bond, dated May 7, 2018.

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned

in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. The work shall be completed within **20** working days after the date of written notice to proceed.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" (LDs) an amount equal to **Five Hundred Dollars (\$500)** for each calendar day or fraction thereof that expires after the time specified herein of the Contractor to complete the work and the facility or improvements are useable for its intended use. LDs shall apply cumulatively and shall be presumed to be damages suffered by the City resulting from delay in the completion of work.
- d. Liquidated Damages for delay in completion of work shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues when applicable, suffered by the City as a result of delay. LDs shall not cover the cost to complete the work, damages resulting from defective work, costs of substitute facilities, or damages suffered by others who seek to recover their damages for the City (for example, delay claims from other contractors, sub-contractors, tenants, or third-parties, and defense costs thereof).

III. CONTRACT SUM

- a. The CITY shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.
- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 9 of the City of Fairfield Standard Specifications and Details General Provisions.

**SUISUN VALLEY ROAD BUS STOPS PROJECT**

**BID SCHEDULE**

Item No.	Item of Work	Unit	Qty.	Unit Price	Total Price
1	Mobilization	1	LS	\$35,000.00	\$35,000.00
2	Stormwater Pollution Prevention Plan (SWPPP)	1	LS	\$1,500.00	\$1,500.00
3	Traffic Control & Construction Signage	1	LS	\$5,000.00	\$5,000.00
4	Clearing & Grubbing	1	LS	\$21,000.00	\$21,000.00
5	Roadway Excavation & Grading	120	CY	\$120.00	\$14,400.00
6	Remove Tree	3	EA	\$1,500.00	\$4,500.00
7	Remove Roadside Sign	1	EA	\$500.00	\$500.00
8	Remove Thermoplastic Stripe	1	LS	\$500.00	\$500.00
9	Adjust Existing Irrigation System	1	LS	\$1,800.00	\$1,800.00
10	Furnish and Install Sod	1300	SF	\$5.00	\$6,500.00
11	Install Temporary Fencing (Type ESA)	250	LF	\$5.00	\$1,250.00
12	Furnish and Install Class 2 Aggregate Base	100	CY	\$55.00	\$5,500.00
13	Furnish and Install Asphalt Concrete, Type A	25	TN	\$380.00	\$9,500.00
14	Furnish and Install Barrier Curb	20	LF	\$50.00	\$1,000.00
15	Furnish and Install Curb & Gutter	140	LF	\$55.00	\$7,700.00
16	Furnish and Install Type A Curb	70	LF	\$55.00	\$3,850.00
17	Furnish and Install Concrete Sidewalk	1100	SF	\$13.00	\$14,300.00
18	Furnish and Install Concrete Shelter Pad	200	SF	\$30.00	\$6,000.00
19	Furnish and Install Concrete Bus Pad	900	SF	\$30.00	\$27,000.00
20	Furnish and Install Textured Concrete	120	SF	\$30.00	\$3,600.00
21	Thermoplastic Striping	1	LS	\$1,500.00	\$1,500.00

Item No.	Item of Work	Unit	Qty.	Unit Price	Total Price
22	Furnish and Install Roadside Sign	4	EA	\$500.00	\$2,000.00
23	Furnish, Install and Remove Project Advertising Sign	2	EA	\$500.00	\$1,000.00
24	Install City Furnished Pre-Fabricated Bus Shelter and Bench	2	EA	\$12,000.00	\$24,000.00
TOTAL BID PRICE				\$198,900.00	

IV. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

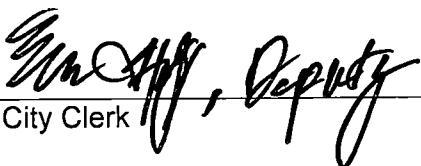
V. WORKERS' COMPENSATION

Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

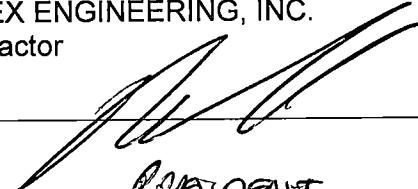
WITNESS:

CITY OF FAIRFIELD

  
\_\_\_\_\_  
City Clerk

By:   
\_\_\_\_\_  
City Manager JBS

KEREX ENGINEERING, INC.  
Contractor

By:   
\_\_\_\_\_  
President  
\_\_\_\_\_  
Title

Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

a. Class: A \_\_\_\_\_

b. Number: 1002913 \_\_\_\_\_

c. Expiration Date: 11/30/19 \_\_\_\_\_

FEI Number: 47-5083300 \_\_\_\_\_

## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(*Name and address of Contractor*)

("Contractor") a contract (the "Contract") for the work described as follows:

### SUISUN VALLEY ROAD BUS STOPS PROJECT

WHEREAS, Contractor is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and \_\_\_\_\_  
\_\_\_\_\_  
(*Name and address of Surety*)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of \_\_\_\_\_  
\_\_\_\_\_

Dollars (\$ \_\_\_\_\_), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Contractor's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. City is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: \_\_\_\_\_

"Contractor"

"Surety"

\_\_\_\_\_  
\_\_\_\_\_  
By: \_\_\_\_\_  
Title

(Seal)

(Seal)

Note: *This bond must be executed and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

CITY OF FAIRFIELD  
STATE OF CALIFORNIA

PROPOSAL

**SUISUN VALLEY ROAD BUS STOPS PROJECT**

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within 15 working days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed and shall diligently prosecute the same to completion before the expiration of **20 working days** from the date of said written notice to proceed.

Bids are to be submitted for the entire work.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantity due to more accurate measurement or by any changes or alterations in the plans or specifications of the work.

Bidder acknowledges receipt of the following addenda:

Addendum No.	<u>#1</u>	Date:	<u>5/5/18.</u>
Addendum No.	_____	Date:	_____
Addendum No.	_____	Date:	_____
Addendum No.	_____	Date:	_____

## SUISUN VALLEY ROAD BUS STOPS PROJECT

### BID SCHEDULE

Item No.	Item of Work	Unit	Qty.	Unit Price	Total Price
1	Mobilization	1	LS	35,000	35,000 <u>00</u>
2	Stormwater Pollution Prevention Plan (SWPPP)	1	LS	1,500	1,500 <u>00</u>
3	Traffic Control & Construction Signage	1	LS	5,000	5,000 <u>00</u>
4	Clearing & Grubbing	1	LS	21,000	21,000 <u>00</u>
5	Roadway Excavation & Grading	120	CY	120	14,400 <u>00</u>
6	Remove Tree	3	EA	1,500	4,500 <u>00</u>
7	Remove Roadside Sign	1	EA	500	500 <u>00</u>
8	Remove Thermoplastic Stripe	1	LS	500	500 <u>00</u>
9	Adjust Existing Irrigation System	1	LS	1,800	1,800 <u>00</u>
10	Furnish and Install Sod	1300	SF	5	6,500 <u>00</u>
11	Install Temporary Fencing (Type ESA)	250	LF	5	1,250 <u>00</u>
12	Furnish and Install Class 2 Aggregate Base	100	CY	55	5,500 <u>00</u>
13	Furnish and Install Asphalt Concrete, Type A	25	TN	380	9,500 <u>00</u>
14	Furnish and Install Barrier Curb	20	LF	50	1,000 <u>00</u>
15	Furnish and Install Curb & Gutter	140	LF	55	7,700 <u>00</u>
16	Furnish and Install Type A Curb	70	LF	55	3,850 <u>00</u>
17	Furnish and Install Concrete Sidewalk	1100	SF	13	14,300 <u>00</u>
18	Furnish and Install Concrete Shelter Pad	200	SF	30	6,000 <u>00</u>
19	Furnish and Install Concrete Bus Pad	900	SF	30	27,000 <u>00</u>
20	Furnish and Install Textured Concrete	120	SF	30	3,600 <u>00</u>

Bidder shall complete this form legibly and in its entirety. An incomplete form shall be grounds for disqualification of the bid.

**SUISUN VALLEY ROAD BUS STOPS PROJECT**

**BID SCHEDULE (continued)**

21	Thermoplastic Striping	1	LS	1500	1500 <u>00</u>
22	Furnish and Install Roadside Sign	4	EA	500	2,000 <u>00</u>
23	Furnish, Install and Remove Project Advertising Sign	2	EA	500	1,000 <u>00</u>
24	Install City Furnished Pre-Fabricated Bus Shelter and Bench	2	EA	12,000	24,000 <u>00</u>
TOTAL BID PRICE					198,900 <u>00</u>

Bidder shall complete this form legibly and in its entirety. An incomplete form shall be grounds for disqualification of the bid.

## SUISUN VALLEY ROAD BUS STOPS PROJECT

### DESIGNATION OF SUBCONTRACTORS

In accordance with Section 8 of the General Provisions of the City of Fairfield Standard Specifications and Details for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof. The bidder shall note that he shall perform with his own organization at least 50% of the work with the remainder of the work performed by subcontractors.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name, CSLB license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project, the portion of the work to be performed by each subcontractor, and the percent of the total contract to be performed by each subcontractor, is set forth below. All columns are to be filled out. However, the information on percent of total contract may be submitted either with the bid, or within twenty-four (24) hours after the deadline for receipt of bids.

Subcontractor's Name and Address	Subcontractor's CSLB License Number	Portion of Work or Items to be Performed	Percent of Total Bid <sup>1</sup>
1) CHAVEL TRUCKING.		Trucking.	2.5%.
2)			
3)			
1)			

*Note: Attach additional sheets if required*

1. Must be submitted within 24-hours of deadline for receipt of bids.

Subcontractor's Name and Address	Subcontractor's CSLB License Number	Portion of Work or Items to be Performed	Percent of Total Bid <sup>1</sup>
1)			
2)			
3)			
1)			

*Note: Attach additional sheets if required*

1. Must be submitted within 24-hours of deadline for receipt of bids.

KEREX ENGINEERING INC.

Name of Firm

PO Box 23831, PLEASANT HILL, CA 94525

Business Address

(347)613-5788

Phone Number

R. Schaff

Signature of Responsible Official

Contractor's License:

a. Class: A

b. Number: 1002913

c. Expiration Date: 11/30/19

FEI Number: 47-5083300

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

KEREX ENGINEERING INC.

PRESIDENT - PATRICK MADDEN.

NONCOLLUSION DECLARATION TO BE EXECUTED  
BY  
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the PRESIDENT of KEREX ENGINEERING INC, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 4/11/18 [date], at Karfield [city], CA [state].

4/11/18  
(Date)

  
(Signature)

NOTE: THIS FORM MUST BE NOTARIZED.

*Please See California All-Purpose  
Acknowledgment Attached*

## **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

**Signature**

Accepted

*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: NONCOLLUSION DECLARATION <sup>PWD</sup> Document Date: 04/11/2018  
Number of Pages: 1 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: PATRICK RICHARD MADDEN

**Signer's Name:**

Corporate Officer — Title(s):

**Corporate Officer – Title(s):**

Partner –  Limited  General

Corporate Office  (s)  Partner =  Limited  General

Individual  Attorney in Fact

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Individual       Attorney in fact

**Other:**

**Fracture**  
 **Other**

Other: \_\_\_\_\_

Other: \_\_\_\_\_

CITY OF FAIRFIELD  
STATE OF CALIFORNIA

SUISUN VALLEY ROAD BUS STOPS PROJECT

Addendum No. 1

April 5, 2018

This constitutes Addendum No. 1 to the Contract Documents for the SUISUN VALLEY ROAD BUS STOPS PROJECT (Project). The Bidder shall acknowledge receipt of this Addendum on Page P-2 of the Bidder's Proposal (Blue Section), and attach this signed Addendum to the Bidder's Proposal when submitted.

- 1) Revise Engineer's Estimate from \$172,000 to \$210,000.

Notice to Contractors

- 2) On Page NC-2, revise Section 10

Date	Event
March 14, 2018 – April 11, 2018	Bid Acceptance Period
April 2, 2018; 4:00 PM	Deadline for Bid Questions
April 11, 2018; 2:00PM	Bid Opening
May 15, 2018-May 1, 2018	Anticipated Award of a Construction Contract
June 4, 2018	Anticipated Notice to Proceed
June 29, 2018	Project Completion

Proposal

- 3) The City will provide two (2) pre-fabricated bus shelters and benches.

Replace P-4 with the attached sheet P-4A. The following revision was completed to the proposal sheet:

- Revised item #24 by changing the work item to 'Install City Furnished Pre-Fabricated Bus Shelter and Bench'

Articles of Agreement

- 4) Replace A-4 with the attached sheet A-4A.

Special Provisions

- 5) On page SP-19, in section 38.4 MEASURE AND PAYMENT, revise the paragraph to the following:

The contract price paid for each **INSTALL CITY FURNISHED PRE-FABRICATED BUS SHELTER AND BENCH** as shown in the bid schedule shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for doing all the work involved in installing the bus shelters and benches, as shown on the Project Plans, as specified in the Contract Documents, and as directed by the City Engineer.

SUISUN VALLEY ROAD BUS STOPS PROJECT

Addendum No. 1 (con't)

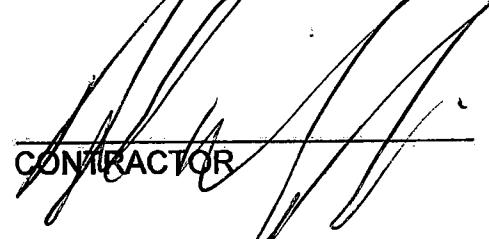
April 5, 2018

APPROVED:



Paul V. Kaushal  
City Engineer/  
Assistant Director of Public Works

ACKNOWLEDGEMENT:

CONTRACTOR

Attachment

Item No.	Item of Work	Unit	Qty.	Unit Price	Total Price
22	Furnish and Install Roadside Sign	4	EA		
23	Furnish, Install and Remove Project Advertising Sign	2	EA		
24	Install City Furnished Pre-Fabricated Bus Shelter and Bench	2	EA		
<b>TOTAL BID PRICE</b>					

## BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

### SUISUN VALLEY ROAD BUS STOPS PROJECT

WHEREAS Kerex Engineering, Inc.

93 Monte Cresta Avenue, Pleasant Hill, CA 94523

*(Name and address of Bidder)*

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and \_\_\_\_\_

Indemnity Company of California

1655 Grant Street, 6th Floor, Concord, CA 94520

*(Name and address of Surety)*

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of Ten Percent of the Total Amount Bid

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Dollars (\$ 10% ), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on

the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: April 9, 2018

"Contractor"

Kerex Engineering, Inc.

By:

Title

By:

PRESIDENT

Title

"Surety"

Indemnity Company of California

By:

Kenneth J. Goodwin, Attorney-in-Fact

Title

By:

Title

(Seal)

(Seal)

**Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.**

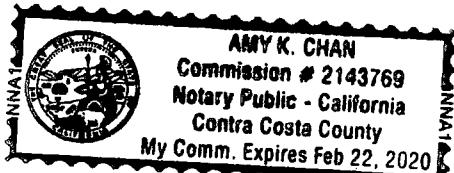
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  }

County of Contra Costa

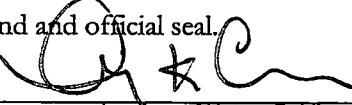
On April 9, 2018 before me, Amy K. Chan, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Kenneth J. Goodwin  
Name(s) or Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document Bid Bond

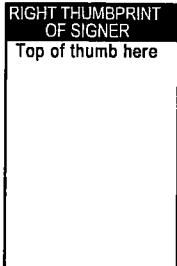
Document Date: April 9, 2018 Number of Pages: Two(02)

Signer(s) Other Than Named Above! N/A

### Capacity(ies) Claimed by Signer(s)

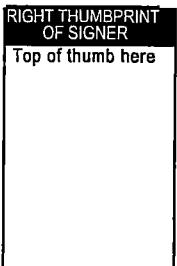
Signer's Name: Kenneth J. Goodwin  
 Individual  
 Corporate Officer -Title(s):  
 Partner  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_  
**Indemnity Company**  
of California



Signer's Name: \_\_\_\_\_  
 Individual  
 Corporate Officer -Title(s):  
 Partner  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

\*\*\*John J. Daley, Kenneth J. Goodwin, Linda Byas-Barnett, jointly or severally\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

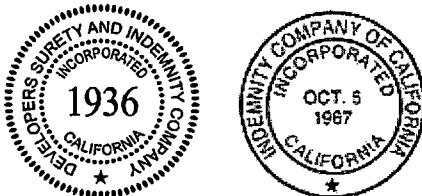
RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: Daniel Young  
Daniel Young, Senior Vice-President

By: Mark Lansdon  
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Daniel Young and Mark Lansdon  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lucille Raymond  
Lucille Raymond, Notary Public

**CERTIFICATE**

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this April day of April, 2018

By: Cassie J. Berrisford  
Cassie J. Berrisford, Assistant Secretary

